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## **SECTION A – SOLICITATION/CONTRACT FORM**

### **A.1. General Information**

Section L of this solicitation contains important information about the preparation of proposals for this procurement. Offerors are expected to examine the schedule and all instructions and to furnish the information required by this Request for Proposal (RFP).

### **A.2. Issuing Office**

This RFP is issued by the Office of Procurement Services for the Corporation for National and Community Service (CNCS), which is the only point of contact for this procurement. Proposals and any inquiries concerning this solicitation must be submitted electronically via email to the following:

Contracting Officer: Henrietta Young, [hyoung@cns.gov](mailto:hyoung@cns.gov)  
Contract Specialist: Victoria Carey, [vcarey@cns.gov](mailto:vcarey@cns.gov)

### **A.3. Receipt of Proposals and Late Submissions**

Proposals, including modifications, received at the issuing office after the closing date and time specified on the cover page of this solicitation will be considered as late submissions and will be handled accordingly.

## **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1. Scope of Contract**

The Contractor shall provide all personnel, supplies, services, and facilities necessary to provide for the administration of the Corporation for National and Community Services AmeriCorps NCCC TRADITIONAL and FEMA Corps Health Benefits Program in accordance with Section C.

### **B.2. Compensation**

A. Administrative Support Services – Compensation for providing Administrative Support Services as stated in Section C, will be as follows:

- Member Fee - The contractor will be compensated with a monthly flat rate fee for all costs incurred and fees not covered as reimbursable.
  - FISMA Compliance
  - Technology/website Support
  - Subrogation Services

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- Utilization Management
- Claims Administration
- Customer Service Support
- Training Support

Item No. (A)	Years (B)	Administrative Support Services Cost (should include cost for all admin support of this contract) (C)	Unit (D)	Months (E)	Monthly Amount (F)
CLIN	DESCRIPTION		UNIT		
0001	Base Year	\$	LOT	12	\$
0002	OY One	\$	LOT	12	\$
0003	OY Two	\$	LOT	12	\$
0004	OY Three	\$	LOT	12	\$
0005	OY Four	\$	LOT	12	\$
TOTAL PRICE			\$		

Direct and Other Direct Costs – the Contractor will be reimbursed for any allowable other direct cost (ODC) to include:

- Actuarial Services
- Member Benefits Guide
- Materials and Supplies
- Postage

Direct and Other Costs	Direct and Other Costs	Actuarial Services	Benefits Guide	Travel	Other Direct Costs (Materials, Supplies, Postage)	Amount
CLIN	DESCRIPTION					
	Base Year					\$
	OY One					\$
	OY Two					\$
	OY Three					\$
	OY Four					\$
TOTAL PRICE				\$		

B. Health Benefits – Compensation for providing Health Benefits; the contractor shall be reimbursed for the following authorized direct costs incurred:

- Hospital Benefits as described in Section C
- Medical Benefits as described in Section C
- Prescription Benefits as described in Section C
- Network Fees as described in Section C

Please outline all fees and/or other pass-through costs for the health benefits program. Please note that this is a sample and may be accompanied by supportive documentation.

Health Benefits	Health Benefits	Prescription Benefit Costs/Fees	Network Costs/Fees	Other	Amount
CLIN	DESCRIPTION				
	Base Year				\$
	OY One				\$
	OY Two				\$
	OY Three				\$
	OY Four				\$
TOTAL PRICE			\$		

C. Health Benefits Guide – Compensation for providing an Annual Health Benefits Guide as stated in Section C, will be as follows:

Direct Labor – The Government will pay for direct labor hours provided by the Contractor, pursuant to the fixed negotiated rates which include wages, indirect costs, general and administrative expenses, and profit, as specified below.

Category of Personnel	Hourly Rate
Base Contract Year:	
Project Director	\$
Project Manager	\$
Information Systems Security Officer	\$
Support Staff	\$
Option Year One:	
Project Director	\$
Project Manager	\$
Information Systems Security Officer	\$
Support Staff	\$

Option Year Two:

Project Director	\$
Project Manager	\$
Information Systems Security Officer	\$
Support Staff	\$

Option Year Three:

Project Director	\$
Project Manager	\$
Information Systems Security Officer	\$
Support Staff	\$

Option Year Four:

Project Director	\$
Project Manager	\$
Information Systems Security Officer	\$
Support Staff	\$

**B.3. Incremental Funding**

For the purposes of payment, pursuant to the “Limitation of Funds” clause, the total amount allotted by the Government to this contract is \$ \_\_\_\_ (TBD) \_\_\_\_\_. The above allotment covers the period from: \_\_\_\_ (TBD) \_\_\_\_\_ through \_\_\_\_ (TBD) \_\_\_\_\_.

**B.4. FAR 52.217-9 Option to Extend the Term of the Contract (MAR 00)**

A. The government may extend the term of this contract by written notice to the Contractor within at least five (5) days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

B. If the Government exercises this option, the extended contract shall be considered to include this option provision.

C. The total duration of this contract, including the exercised and any options under this clause, shall not exceed sixty (60) months.

## **SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1. Introduction**

The Government intends to procure contractor services that will administer a healthcare benefits program for the Corporation for National and Community Service (CNCS) in an efficient and timely manner for up to 2,200 AmeriCorps NCCC Traditional and FEMA Corps members annually throughout their terms of service. The actual number of members is dependent on CNCS's appropriation from Congress. However, on average, 900 AmeriCorps NCCC Traditional 750 FEMA Corps members serve per month (programs operate on a 10 to 11 month cycle). CNCS requires assistance from the contractor for one base year with four option years (to include an additional six months for a transition period) in managing the cost of this health benefits program on a day-to-day and long-term basis (as outlined throughout this SOW).

The contractor must be able to provide:

- The staffing, supervision, supplies, services, materials, equipment, facility, information systems, and other infrastructure required to manage the benefits administration to AmeriCorps NCCC Traditional and FEMA Corps members;
- Excellent project management and quality controls;
- Excellent customer service with qualified, experienced staff in the healthcare field and with the Affordable Care Act (to include an understanding of the workings of the federal and state-based Health Insurance Marketplaces and other health care options available to members);
- A Preferred Provider Organization (PPO) or similarly effective network arrangement throughout the United States and United States Territories;
- Access to a pharmacy network throughout the United States and United States Territories (with access to an optional mail-order prescription service for maintenance/non-critical medications);
- FISMA Compliance and the ability to obtain from CNCS, an Authority to Operate (ATO) before production use/'go live' date of the system;
- Compliance with the Health Insurance Portability and Accountability Act (HIPPA);
- Compliance with all CNCS Personnel Security Policies – specifically, a Public Trust Minimum Background Investigation (MBI) is required for privileged access users (e.g., network administrators, system administrators, database administrators, etc.) and all individuals who have access to member Personally Identifiable Information (PII) such as claims analysts and customer service representatives;
- Quality administrative services through a cost competitive strategy which may include:
  - Multiple Preferred Provider Organizations (PPOs) or Networks;
  - Wrap Service Nets;
  - Negotiation of Claims (for claims over a certain threshold amount);
  - Coordination of medical and pharmacy benefits.
- All other requirements as outlined in this Statement of Work.

The contractor will be required to sign a Conflict of Interest Statement to confirm their independence. CNCS reserves the right to approve the primary PPO network selected by the contractor.

**Due to the nature of the Affordable Care Act, changes in CNCS's policies, procedures, and guidelines are subject to change without notice; therefore, CNCS reserves the right to modify the terms of this contract and Statement of Work (SOW) at any time.**

## **C.2. Background**

The Corporation for National and Community Service is the federal agency responsible for domestic volunteer programs. Members of AmeriCorps are engaged in a term of national service and earn a small living allowance and education award. The majority of members live at the poverty level during their terms of service.

### **AmeriCorps NCCC Traditional and FEMA Corps**

AmeriCorps NCCC Traditional is a full-time, team-based residential program for men and women between the ages of 18–24. AmeriCorps NCCC Traditional and FEMA Corps members serve all throughout the United States and U.S. territories. Members live on one of five campuses, located in Denver, Colorado; Sacramento, California; Baltimore, Maryland; Vicksburg, MS; and Vinton, Iowa. In 2017, AmeriCorps NCCC Traditional is planning to open a sixth campus in Anniston, AL. Each campus supports the area programming for a regional area of the United States and due to availability of space or the desire of Congress, a campus may be directed to move within the region.

The mission of AmeriCorps NCCC Traditional is to strengthen communities and develop leaders through direct, team-based national and community service. In partnership with nonprofit organizations, state and local agencies, and faith-based and other community organizations, members complete service projects throughout the region they are assigned. AmeriCorps NCCC Traditional also implements a special service corps called FEMA Corps; this program began operation in 2012. Members in FEMA Corps are solely devoted to disaster preparedness, response, and recovery.

NCCC Traditional and FEMA Corps members complete an intensive, 10-month service commitment (team leaders serve approximately 11 months which includes intensive leadership training). Members may extend their terms of service with CNCS's approval.

You will find additional information on the background of AmeriCorps and the Corporation for National and Community Service at the following website: <http://www.americorps.gov/>.



## **Diverse needs of AmeriCorps NCCC Traditional and FEMA Corps Members**

All AmeriCorps NCCC Traditional and FEMA Corps members are eligible for healthcare coverage during the time they are actively in service with AmeriCorps.

Each year and throughout the year, members leave and new members begin service. Member enrollment occurs several times throughout the year with the peak occurring during the August through October and January through February timeframes. Although some members serve beyond one service term (often by signing up for a new and often consecutive term of service in a leadership position), most do not. Therefore, **each year, there is a large group of those new to the program (and to the AmeriCorps health benefits program) who will call with questions about healthcare systems, their benefits, the claims process, unpaid bills, etc.** While members undergo training to include orientation to their health benefits, **many will be unfamiliar with benefit terms, the process for submitting claims, and navigating throughout PPO networks and Pharmacy networks.**

**Members require patience and careful handling. CNCS considers customer service to be very important and expects the contractor to provide answers accurately, promptly, politely, patiently, and thoroughly,** with information sufficient for the member to understand what is required of them.

Members earn a small living allowance and education award which can make the experience of obtaining other healthcare coverage or covering the costs associated with healthcare (such as co-pays) a challenge and financial burden.

## **NCCC Traditional and FEMA Corps Members and the Affordable Care Act**

The Affordable Health Care Act (ACA) reform was signed into law in 2010 and ensured that healthcare benefits are made available to all U.S. Citizens. Its implementation on January 1, 2014 requires most Americans to have and maintain ACA compliant healthcare coverage, unless they meet legal requirements to qualify for an exemption<sup>1</sup>. The majority of AmeriCorps NCCC Traditional and FEMA Corps members earn a small living stipend and therefore often meet requirements for exemption from the ACA. The AmeriCorps Health Benefit Plan therefore serves as the primary health benefit in supporting member healthcare needs during service. Many members serve while they are 26 years old or younger and enter the program on a parent's healthcare coverage plan. These members utilize the AmeriCorps Health Benefit Plan as secondary healthcare coverage in supporting their healthcare needs during service.

All AmeriCorps members are eligible for a Special Enrollment Period<sup>2</sup> (SEP) on the healthcare marketplace; the special enrollment period covers a 60-day period from the start of service in AmeriCorps in addition to a 60-day period from the completion of service. This SEP is important, in particular, for members exiting service as they prepare for their life after AmeriCorps.

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<sup>1</sup> <https://www.healthcare.gov/exemptions/>

<sup>2</sup> <https://marketplace.cms.gov/technical-assistance-resources/5-6-14-ameriCorp-sepfinal.pdf>

For specific information on health benefits program design and benefits, see section C.8.

### **C.3. Customer Service**

Each year and throughout the year, members leave and new members begin service. Although some members serve beyond one year, most do not and therefore **each year, there is a large group of those new to the program who will call with questions about healthcare systems, their healthcare options, their benefits, the claims process, unpaid bills, etc.** While members undergo training to include orientation to their health benefits, **many will be unfamiliar with benefit terms; the process for submitting claims; navigating throughout PPO networks; and Pharmacy networks.**

**Members may also be unfamiliar with the United States healthcare systems** to include the various healthcare coverage options that may be available to them during and after service. Members will require support in understanding how the Affordable Healthcare Act impacts them, understanding healthcare options available to them during and after service, and how to obtain their own healthcare coverage (such as through federal/state health exchanges and/or private health insurance companies). The support of members finding healthcare options during and after service is a key component to the customer service needs of CNCS. As stated above, many members are unfamiliar with the healthcare systems, options, and laws in the United States and therefore navigating the online resources, federal/state health exchanges, and understanding the documentation needs are critical for the successful support and transition of AmeriCorps NCCC members.

**CNCS considers customer service to be very important and expects the contractor to provide answers accurately, promptly, politely, patiently, and thoroughly,** with information sufficient for the member to understand what is required of them.

### **C.4. Member Eligibility**

NCCC Traditional and FEMA Corps members are eligible for coverage by the AmeriCorps health benefit plan during the time that they are actively serving. Dependents or other family members of members are not covered by the healthcare plan.

Upon entry into the program (during the CORPS Training Institute - CTI), members will be required to provide documentation/verification of other creditable healthcare coverage they hold to the vendor; this information shall be used for Coordination of Benefits with the AmeriCorps Health Benefit Plan.

The AmeriCorps health benefits program is primary to Medicaid, Medicare, and Military benefits. The AmeriCorps health benefits program is secondary to all private/commercial health insurance plans.

Understanding member eligibility requirements, collecting verification of other creditable healthcare coverage, and coordinating benefits, will be the responsibility of the contractor.

### **C.5. Administration of Program**

The contractor is responsible to provide the following:

#### **1. Member Access to Information**

- a. A toll-free number for members to call into (phone access and an email address shall be available for the hearing impaired);
- b. A telephone system that is equipped with an automatic call distribution (ACD) system;
- c. An after-hours telephone message system must be in operation where detailed messages can be left on the system;
- d. The telephone system shall have instructions available in Spanish;
- e. Telephone calls shall be returned within 24 hours during normal business hours;
- f. Customer service representatives (CSRs) shall be available during the core hours of 9:00 am to 6:00 pm EST, Monday through Friday to handle inquiries. One CSR shall be available 24 hours a day to respond to emergency inquiries.
  - i. At least one CSR fluent in Spanish must be available daily during core hours;
  - ii. CSRs knowledgeable in the Affordable Care Act and the workings of the state/federal marketplaces must be available to provide support to members in navigating the exchanges and applications for coverage and/or exemption (as needed but particularly as members prepare for life after their service term);
  - iii. CSRs knowledgeable in the Federal Employment Compensation Act (FECA) and AmeriCorps eligibility for FECA support (while members are eligible for FECA, they are only able to utilize the benefit after service is completed) must be available to work with other healthcare insurers who attempt to deny work-related injuries for active members.
- g. A tracking/ticketing system (approved by CNCS that):
  - i. Manages calls and inquiries, ensures that calls are logged and responded to in accordance with the timeframes listed in this SOW, and
  - ii. Contains access to member data, claims information, and other healthcare coverage information to allow the CSRs to respond to inquiries;
- h. A secured and dedicated fax line must be available to applicants, providers, and other interested parties to submit claims and documentation;
- i. A dedicated email address must be available for members, providers, and other interested parties to contact the CSRs and contractor's staff with questions;
- j. A developed/designed website must be available with a mobile platform (approved by CNCS) that shall be:
  - i. Available to members, providers, and other interested parties;

- ii. Ensures that all system boundaries are documented and assessed for FISMA Compliance (everything within the system boundary, to include the mobile platform shall be FISMA compliant and will be considered in CNCS's decision to grant an Authority to Operate the system);
  - iii. Compliant with Section 508 of the Rehabilitation Act;
  - iv. Outlines member eligibility requirements, benefits plan description (via a Member Health Care Guide developed by the contractor which shall be available within 60 days of contract award), coordination of benefits information, provider network information and search function, pharmacy network information and search function, forms (developed by the contractor), state/federal exchange contact information and links, important links and resources to support member's medical health needs, contractor, contact information (for the contractor and other important contacts), etc.;
  - v. The website shall be easy to navigate to ensure that members, providers and other interested parties can quickly find the information outlined in the section above and include search functions, tabs and highlighted links;
  - vi. Include a system/component that will allow members and providers to submit and track claims, claim reimbursements, and other supportive documentation electronically and online, to include the submission of supportive documentation;
  - vii. Include a mobile 'chat' function to allow members to securely receive customer service support from CSRs;
  - viii. Shall use Federal Government-approved security such as HTTPS and TLS to secure the transfer of information over the network;
  - ix. Complies with Health Insurance Portability and Accountability Act (HIPPA). For more information see:  
<http://www.hhs.gov/ocr/privacy/hipaa/understanding/srsummary.html>
- k. Forms and Documentation – the contractor shall make available to each member the following fillable forms and documentation (at a minimum) electronically and online in order to utilize this benefit and the services outlined in this SOW. All forms must be approved by CNCS before distribution and must be made available 60 days from contract award:
  - i. Health benefits-enrollment packet;
  - ii. Member Health Care Guide (in both English and Spanish) that explains the program, the benefits covered, all specific exclusions and any other information necessary to fully and clearly explain the coverage;
  - iii. Other Health Care Coverage Form (to capture information on any other health care coverage the member may have);
  - iv. PPO/Network/Pharmacy Network Directories;
  - v. Information on Mail Order Prescription Drug Services;
  - vi. Accident/Injury Form;
  - vii. Waiver of Coverage Form;
  - viii. Release of Information Form;

- ix. Explanation of Benefits (EOB) Form – EOB forms for all claims shall be made available to members; however, at the contractor’s discretion, EOBs may be eliminated for claims which have been paid in full;
  - x. Hard copies of the above shall be provided to members when requested.
- 2. Enrollment, Termination and Certification of Members in healthcare benefits program:  
The contractor shall maintain enrollment, termination, and certification services for all members in the healthcare program.
  - a. Consistent with the requirements of FISMA and CNCS security policies and training requirements, CNCS will make available to the contractor within 30 days of the signing of the contract:
    - i. CNCS Network Accounts to all customer service representatives who complete the CNCS security and privacy training and have agreed to the CNCS [Rules](#) of Behavior (ROBs);
    - ii. Access to the My AmeriCorps Portal through the assignment of a contractor user role in the system;
    - iii. The purpose for granting access to the CNCS Network and My AmeriCorps Portal is to allow the contractor to verify member eligibility to include: service dates, SSN, addresses, and the other information required to complete the application.
  - b. If the contractor is not compliant with FISMA at the time of contract award, a detailed plan with specific dates to become compliant and receive, from CNCS, an Authority to Operate (ATO) will be required. This requirement must occur before the production use of CNCS information. Access to the CNCS network and My AmeriCorps Portal are contingent upon the contractor’s compliance with FISMA and all CNCS security policies.
  - c. The contractor shall be notified of member eligibility via an ‘eligibility data file’ which shall be encrypted and transmitted electronically on a daily basis to include: member start dates, termination dates, DOB, gender, termination date, etc.; additionally the contractor may verify eligibility through access into the My AmeriCorps Portal (a CNCS network utilized to track and maintain member data).
- 3. Claims Processing System:  
The contractor shall provide a claims processing system that contains complete definitions of all coverage in the Health Benefits Program (benefits are outlined below in ‘Plan Design’ section) to facilitate the application of benefits in a timely, efficient manner. Below is a sample of past work processes; however, the contractor may provide their own efficient approach for claims processing.
  - a. Claims Processing Time - Claims shall be processed according to the following averages:
    - i. Clean claims - ninety (90) percent within 14 days (clean claims are those for which all information necessary to make a decision on claim approval or denial has been received). The contractor will pay promptly the clean

- part of the claim that can be paid and set to pending the part of the claim for which more information is required;
- ii. Coordination of benefits claims - ninety (90) percent within 28 days (claims that are received for members who have other insurance); and
- iii. Ineligible claims - eighty-five (85) percent within 14 days (claims that are received for services that are not covered).
- iv. Direct Deposit Payment shall be an option for payment made available to all members who submit claims for personal reimbursement for covered services they have paid for.
- b. Coordination of Benefits Claims (COB) Processing –  
The contractor shall develop and provide a fillable form to be completed by members to capture information on coverage for health care the member may have through some other plan.
  - i. The information from the completed form shall be entered into the claims processing system. COB information shall be updated according to statements indicated by the members on his/her claim forms.
  - ii. COB information must be verified annually (or more often as needed) through the use of an automatically generated form. If the form is not answered by the member within 30 days, a follow up form shall be sent. If the second form is not answered by the member within 30 days, claims shall be denied until the completed form has been received from the member, unless approval otherwise is provided by the COR.
  - iii. The claims processing system shall maintain all necessary information to automatically process claims involving coordination of benefits. The system shall refer to the members COB information stored on a single file. The file shall be referenced to determine if benefit payments need to be coordinated with another carrier, including Medicare, Medicaid and/or Military benefits.
  - iv. The claims processing system shall track the total costs paid out (and costs for denied claims) by program, fiscal year, and by campus.
- c. Flagged Claims Processing - The claims processing system shall flag claims received which exceed expected amounts (to be determined with the COR).
  - i. Place tolerance limits on the type of claim, line of business (hospital versus physician), type of service (surgery versus office visit), or cause (work-related injuries);
  - ii. Claims shall be suspended for quality review if the dollar tolerance limits are exceeded;
  - iii. Flagged claims shall be reviewed for pre-payment accuracy on a daily basis by a claims processor;
  - iv. Flagged claims that fall outside of the AmeriCorps Health Benefits Program requiring approval (such as large claims for work-related injuries, claims that are for non-medically necessary/elective services, or high cost prescription drugs) shall be brought to the attention of the COR for review and final approval/denial.
- d. Pre-existing Conditions Claims Processing –

- i. Claims that may include charges for pre-existing conditions shall be identified by the claims processing system. Within the system, all diagnoses which could be related to a pre-existing condition shall be flagged.
- ii. The system shall set to pending any claims that are entered with these possible pre-existing diagnoses.
- iii. The contractor shall investigate the claim for a previous diagnosis, treatment of the condition, and the effective date of the contract.
- iv. A claim identified with a possible pre-existing condition shall be examined by the claims processors. The claims processor shall examine the member's records to determine if the diagnosis on the claim is related to any previous cases for the same condition.
- v. If a case is already being reviewed for the same diagnosis, the claims processor shall add this new information to the case.
- vi. If the claim is a new pre-existing condition claim, the claims processor shall request medical documentation from the appropriate provider(s).
- vii. When the medical documentation is received, the claims processor shall determine if the diagnosis is pre-existing.
- viii. The claim shall either be paid or denied based on the claims processor's analysis and based upon plan design. The claims processing system shall track the number of and value of claims rejected or denied for pre-existing conditions.

4. Subrogation Services:

The contractor shall perform subrogation services on all claims that indicate potential liability by other parties. All funds received by the contractor for subrogation services will be returned to CNCS. The contractor will reflect these funds in the vouchers for reimbursement.

5. Appeal Process:

To resolve claim disputes, the contractor shall manage an appeals process where members may submit an appeal, in writing or through a phone call, to the toll-free number to the contractor.

- a. Once the Customer Service Representative (CSR) receives the call or written appeal, he or she shall research the question or concern; retrieve copies of the claim in question, and retrieve other pertinent information.
- b. Medical coding, benefit appropriateness, pricing, and patient historical data shall be verified and reviewed depending on the specific situation.
- c. Once a complete evaluation is made, the CSR shall notify the member of the outcome.
- d. If medical review is necessary, a nurse reviewer shall be assigned to the case. If a higher-level review is required, a physician consultant specializing in the services performed for the claim in question shall be assigned.
- e. The average time to respond to an appeal request shall be ten (10) calendar days from the receipt of the claim.

6. Internal Claims Audit:

The contractor shall audit, on an annual basis through the claims processing system, an appropriate statistical sample of processed claims. The contractor shall also:

- a. Maintain a daily log of all transactions entered into the system;
- b. Track by bill line within the claim: claims processor; type of transaction; and record modification; and
- c. Track the date and time of the transaction.

7. Utilization Review Services:

The contractor shall provide utilization review services to monitor the use, delivery, and cost-effectiveness of medical services to include:

- a. Pre-certification for Hospital Admission - This service shall be provided by the contractor after contract transition by using registered nurses to perform the utilization review function. The reviewers shall have online access to eligibility and plan design information and shall discuss with members seeking authorization for hospital admission the potential of claims payment denial due to an out-of-policy service (such as a non-medically necessary/elective service).
- b. If a member is out-of-area, or is admitted to a non-participating hospital (out of network), the member shall call the toll-free number to initiate review. If a member is admitted to a participating hospital (in network), it is the provider's responsibility to notify the contractor of the admission of the member.
- c. The contractor shall certify the hospital admission but not automatically certify a set number of days. Instead, days shall be approved in increments based on the patient's condition, treatment plan, and other factors that can affect the length of hospitalization. A nurse reviewer shall continue to follow the case and certify days, as medically necessary. All cases shall be followed until the date of discharge. Typically, reviews shall be conducted telephonically. If necessary, the contractor shall conduct an on-site review to evaluate the treatment plan.
- d. Review staff with medical/surgical clinical experience shall conduct reviews of medical/surgical cases. Staff with clinical experience in mental health shall conduct reviews of mental health cases. Two distinct sets of accepted criteria and/or guidelines shall be used to review medical/surgical and mental health cases. If the admission does not meet the criteria for medically appropriate care, or if the nurse reviewer has any questions about medical appropriateness, the nurse reviewer shall refer the case to a physician advisor of the appropriate specialty. The physician advisor shall review the case, contact the attending physician for additional information, if necessary, and render a decision. All cases with questions, concerns or denials shall be reviewed and certified by a physician.
- e. The contractor's utilization review services office shall be on-line with the contractor's claims payment system. Information pertaining to utilization review and case management shall be automatically entered into the claims system and matched against claims prior to payment to ensure timely and accurate payment.



8. Actuary services:

The contractor will provide professional actuary services for the purpose of estimating future health care costs and analyzing past costs. The contractor will work with the actuary to ensure that all required data is provided to the actuary for an accurate report.

**C.6. Network and Formulation Access**

The contractor will ensure that at least 90% of all members will have access to one network primary care provider/hospital/mental health provider within 10 miles of an urban area. The contractor will ensure that at least 75% of all members will have prompt and timely access to one network primary care provider/hospital/mental health provider within 30 miles of a rural area. All hospitals serviced by the plan should be licensed and accredited as required by the Centers for Medicare and Medicaid Services (see <https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/CertificationandCompliance/Hospitals.html> for more information).

a. MEMBER COVERAGE:

The contractor shall ensure that members are provided with the following:

1. Members shall be provided with twenty-four (24) hour daily coverage while in service;
2. Coverage shall be provided throughout each of the fifty (50) United States, the District of Columbia, and the United States territories (US Virgin Islands, Puerto Rico, Guam, American Samoa);
3. Member coverage shall commence automatically on either the date of entrance into NCCC Traditional or FEMA Corps service or on the date of entry into training, whichever is earlier;
4. Member coverage shall terminate automatically at midnight on the date of the termination of service of the member or termination of this contract, whichever date is earlier;
5. Coverage can be waived by a member by signing a 'Waiver of Coverage' form (developed by the contractor);
6. The contractor shall be notified of member eligibility via an eligibility data file which shall be transmitted electronically and encrypted daily to include: member start dates, termination dates, DOB, gender, termination date, etc.; additionally, the contractor will have access to eligibility data through the My AmeriCorps Portal (see 'Administration of Program' for more information on eligibility data).

b. HEALTHCARE COVERAGE OPTIONS POST-SERVICE:

The contractor shall provide all members (regardless of service completion date) with customer service support that allows for information sharing on the healthcare coverage options available to members upon completion of service with AmeriCorps, to include how to obtain their own healthcare coverage. The contractor shall ensure that the customer service representatives are knowledgeable in the Affordable Care Act and can explain options available to members to include directing members to appropriate resources (such as state and federal healthcare exchanges) to obtain their own healthcare

coverage and providing documentation on their AmeriCorps Health Benefits should it be required. Resources can be shared via the contractor's website and/or through other resources such as forms and the healthcare coverage guide.

All AmeriCorps members are eligible for a Special Enrollment Period<sup>3</sup> (SEP) on the healthcare marketplace; the special enrollment period covers a 60-day period from the start of service in AmeriCorps in addition to a 60-day period from the completion of service. This SEP is important in particular for members exiting service and in preparation for their life after AmeriCorps.

c. **CERTIFICATE OF COVERAGE:**

Upon completion of service and as requested, members shall receive a 'Certificate of Health Coverage' provided by the contractor. This certificate shall contain at a minimum:

1. Name of member;
2. Dates the member was covered (start date and termination date);
3. Name of the plan: AmeriCorps Health Benefits plan;
4. Date the certificate was issued.

d. **VERIFICATION OF COVERAGE:**

The contractor will provide such verification of coverage as may be required by a member to comply with the rules or regulations to which they are subject.

Verification shall be provided via a letter or form developed by the contractor.

Verification of coverage documentation shall be provided to a member within two (2) business days of receipt of a request.

## **C.7. Deliverables**

The Contractor shall provide all the personnel, supervision, supplies, services, materials, equipment, and facilities necessary to provide benefits to members. The contractor shall be responsible for ensuring that the work submitted is acceptable to CNCS, which reserves the right to reject any deliverable that, upon inspection, does not conform to the terms and conditions set forth in this SOW. The contractor shall comply with all dates for providing deliverables as outlined in this SOW.

- a. Health benefits-enrollment packet (available online and within 60 days of contract award) consisting of:
  - i. Member Health Care Guide (in both English and Spanish) - The contractor shall make available to each member a Member Health Care Guide that explains the program, the benefits covered, all specific exclusions and any other information necessary to fully and clearly explain the coverage. Hard copies will be provided to members when they request a copy.
  - ii. Other Health Care Coverage Form (to capture information on any other health care coverage the individual may have);

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<sup>3</sup> <https://marketplace.cms.gov/technical-assistance-resources/5-6-14-ameriCorp-sepfinal.pdf>

- iii. PPO Directories;
- iv. Information on Mail Order Prescription Drug service;
- v. Accident/Injury Forms;
- vi. Waiver of Coverage;
- vii. Release of Information;
- viii. Explanation of Benefits (EOB) – EOB forms for all claims shall be made available to members; however, at the contractor’s discretion, EOBs may be eliminated for claims which have been paid in full;
- ix. Hard copies of the above shall be provided to members when requested.
- b. Member healthcare benefits materials (available online) to include:
  - i. FAQ’s;
  - ii. Health care coverage card (hard copy); and
  - iii. Medical Claim Forms.
- c. Reports:

The contractor shall provide the following separate (separated out by program – NCCC Traditional and FEMA Corps) reports electronically (one each for NCCC Traditional/FEMA Corps Management, the COR, and the Office of Procurement Services (OPS)) for the time-frames specified below; reports are to be submitted to the COR no later than close of business (COB):

  - i. Quarterly Claim Log Report – 10 days after the quarter ends: showing month of service and claim payment date. The claim log report should indicate the rate of clean claims processed within 14 days, the rate of COB claims processed within 28 days, and the rate of claims denied within 14 days;
  - ii. Quarterly Large Claim Report – 10 days after quarter ends: listing of the number of claims with costs in excess of \$10,000 and their costs;
  - iii. Monthly COB Report - 10 days after month ends: listing of members and the type of current healthcare coverage they hold (ACA-compliant coverage, Medicaid, Medicare, Military Benefits, other, none, or non-responsive for members that have not provided information on other healthcare coverage). COB reports may be requested on an ad hoc basis;
  - iv. Quarterly customer service report providing service level details on: call logs (received, answered, voicemail, abandonment, call time, etc.), email logs (received, answered, open, oldest pending etc.), chat functionality (received, answered, etc.).
  - v. Annual Internal Claims Audit Report - 10 days after contract year ends: including statistics of processed claims;
  - vi. Annual COB Report – 10 days after contract year ends;
  - vii. Annual Subrogation Report - 10 days after contract year ends;
  - viii. Annual analysis of network. The contractor will conduct an annual analysis of the network used to ensure that the prices paid by the Corporation are the most economical and that the network is the most practical for the program.
  - ix. Other/Ad Hoc Reports as required: the contractor will provide ad hoc reports when asked to do so by the COR;

- x. The contractor will submit one copy in electronic format (Excel and/or Word).
- d. Monthly Financial Report – (1) each month, a financial management report shall be submitted and include: a summary of the expenditures during the month by program and by Fiscal Year; and (2) a summary of cumulative expenditures for the contract period per year by Program and by Fiscal Year. The report shall include the following:
  - i. Health Benefits Direct Costs (include all medical and prescription claims costs, network fees, and other services fees not otherwise captured below);
  - ii. Administrative Support Services Costs (broken down further by specific cost as appropriate);
  - iii. Health Care Guide Costs;
  - iv. FISMA;
  - v. Actuary Costs;
  - vi. Travel;
  - vii. ODCs.

#### **C.8 Health Benefits Program Design**

Coordination of benefits shall be handled as such:

- The AmeriCorps health benefits program is primary to Medicaid, Medicare, and Military benefits.
- The AmeriCorps health benefits program is secondary to all private/commercial health insurance plans.
- Coordination of benefits shall occur for all medical and prescription benefits.

The self-funded healthcare plan shall be administered by the contractor and shall provide 100 percent coverage for most non-routine medical procedures. Basic plan features of the plan are as follows:

1. Emergency Services - there is no deductible for emergency room visits;
2. Inpatient hospitalization coverage is provided for a maximum of 21 days per member service year (and not more than 60 days of lifetime of service). A pre-certification process shall be required for all in-patient hospital stays. A \$300 penalty shall be applied to members if pre-certification is not obtained;
3. Mental Health Services (both inpatient and outpatient) are provided. However, only three outpatient mental health visits are covered per service year for members with a mental health pre-existing condition;
4. Outpatient Care – there is a \$5 co-payment for all doctor's office visits;
5. Maternity Care;

6. Pharmacy benefits:
  - a. Most prescription drugs will be covered under the program; at the time of award, a list of those NOT currently covered will be provided. Prescription drugs that will not be covered by the plan may change during the course of the contract.
  - b. For approved medications, a healthcare/pharmacy benefits card shall be used.
  - c. The contractor will ensure that:
    - i. Prescriptions will not be authorized and processed beyond 30 days after the termination date;
    - ii. More than two (2) prescriptions in a month shall require review and approval by the contractor;
    - iii. Members shall be assessed a \$0 co-payment when a generic prescription is used or when a name-brand prescription is used and there is no generic alternative for that prescription. Members shall be assessed a \$5 co-payment for each name-brand drug prescription used when there is a generic alternative for the prescription;
    - iv. The contractor shall implement controls to prevent abuse of prescription drugs such as making frequent visits to a dentist for pain and ensuring there is monitoring of prescription drug program.
7. The plan does not cover pre-existing conditions; pre-existing conditions are those conditions that were diagnosed or treated prior to service (or before the effective date of health plan coverage);
8. The plan does not cover pediatric Services or Dependent Coverage.
9. Members shall be required to complete an 'Other Health Care Coverage' form to capture information on any other healthcare coverage the member may have; claims shall not be processed/paid (shall be denied) until the 'Other Health Care Coverage' form is received.
10. Coordination of Benefits - the contractor shall manage the coordination of medical and prescription benefit process.
11. Coordination of Benefits for work-related injuries. AmeriCorps NCCC Traditional and FEMA Corps Members are considered employees of the federal government for purposes of coverage under the Federal Employees' Compensation Act (FECA). Coverage by FECA begins for members after they are enrolled in the program. Benefits approved under FECA begin after termination from the program. Because approved FECA benefits begin after termination, some insurers may attempt to deny work-related injury claims. The contractor shall coordinate the processing of claims that are related to work injuries to include communication with other insurers and providers.
12. The plan shall provide coverage for initial medical tests, vaccinations and drug screenings for all incoming members (see section C.9 below for more information).

13. All plan changes to the above must come under the direction and approval of the COR.
14. See attachment 'Health Benefit Guide' for an example of the current benefit guide for specific plan design components.

### **C.9 Initial Medical Tests, Vaccinations and Drug Screening Requirements**

The contractor is responsible for securing a local (to each campus location) medical provider to support the initial medical (tests and vaccinations) and drug-screening needs of all incoming members during In-Processing (typically within the two weeks of team leader and member arrival/service start; please note, team leaders typically arrive one month prior to corps members). Due to the compacted schedule during In-Processing, it is critical that the medical provider be able to travel to the campus to administer the tests (to include returning to read/verify test results, as applicable), vaccinations and drug testing; scheduling of (to include providing an estimate of the number of tests, vaccinations, and drug screening required) will be coordinated in conjunction with identified Campus POCs. The vendor shall coordinate direct billing with the medical provider (due to the large number of tests/screenings required, the claims should not run individually through the member's health benefit plan).

**Local medical providers (to meet the requirements identified in this section) shall be in place within 60 days of contract award;** the contractor shall make every effort to keep costs competitive.

The requirements for the Initial Medical Tests, Vaccinations and Drug Screenings are as follows:

Initial Medical Tests, Readings, and Vaccinations:

1. Within 14 calendar days of arrival, all members (to include team leaders) will receive a Tuberculosis Skin Test (PPD Skin Test) and shall be administered a Tetanus, Diphtheria, Pertussis Shot (Tdap) shot (should it be required); all tests/shots shall be administered following Centers for Disease Control Guidance (see [www.cdc.gov](http://www.cdc.gov) for more information).
2. Tuberculosis Skin Test (PPD Skin Test): the medical provider shall administer a PPD Skin Test to all members and return to the campus to read the test between 48 and 72 hours after administration. All positive/false-positive tests shall be further tested/verified through the administration of a chest x-ray and/or other CDC required testing.
3. Tdap: the medical provider shall administer a Tdap Vaccine to all members requiring it (members entering the program demonstrating a current vaccination that will remain current throughout their service term will not be required to be vaccinated).

Drug Screening:

1. Within 14 calendar days of arrival, all members will receive a 10 panel urine drug screen. A standard 10 panel urine drug screening with GC/MS (Gas Chromatograph Mass Spectrometry) confirmation testing for positive results is required, with final interpretation of positive results by a Medical Review Officer (MRO). The MRO will forward a hard copy of all findings to the campus POC for disposition. The MRO should have the appropriate medical license and skill set, as determined by the US Department of Health and Human Services. (See: Department of Health and Human Services Administration Center for Substance Abuse (SAMSHA) Prevention Medical Review Officer Manual for Federal Agency Workplace Drug Screening Programs Effective October 1, 2010.)  
[http://www.samhsa.gov/sites/default/files/workplace/MRO\\_Manual\\_2010\\_100908.pdf](http://www.samhsa.gov/sites/default/files/workplace/MRO_Manual_2010_100908.pdf)
2. The drugs to be screened are:
  - Opiate Metabolites
  - Cocaine Metabolites
  - Amphetamines
  - PCP (Phencyclidine)
  - Cannabis/THC
  - Benzodiazepines
  - Barbiturates
  - Methadone
  - Methaqualone
  - Propoxyphene
3. Confirmation screening on all specimens that test positive is required.
4. Electronic drug screening results shall be provided to the campus POC within 24-48 hours of the last test unless the test is on a weekend, and then 72 hours is appropriate. All hard copy results are to be forwarded to the campus POC. A list of campus POCs and their contact information (subject to change) will be shared post-award.
5. Laboratory Requirements: Must follow current certification/accreditation for drug screening laboratories by the College of American Pathologists or the US Department of Health and Human Services/SAMSHA. The proper chain of custody process will be used to document the handling of the urine specimen from the time the member gives the specimen to the collector until the specimen is destroyed. The procedure for collecting a urine specimen shall allow for the individual's privacy. Specimens will be conducted using Non-Department of Transportation guidelines for specimen collection.

**C.10. Claims<sup>4</sup> History and Member Demographics**

Claims:

NCCC Traditional	Avg # Members	# Claims Processed	#Claims Paid	Medical Claims (paid)	Pharmacy (paid)	Total Benefits (Paid)
FY11	974	7,091	5,173	\$1,559,437.14	\$214,692.64	\$1,774,129.78
FY12	955	6,866	4,554	\$1,143,511.67	\$162,051.11	\$1,222,457.37
FY13	823	5,085	3,783	\$1,017,734.44	\$140,549.70	\$1,158,284.14
FY14	809	4,387	3,111	\$854,785.33	\$95,941.85	\$950,727.18
FY15	826	2,569	1,273	\$485,022.59	\$112,562.81	\$597,585.40

The above claims are based on pay date, not date of service. Amounts represent medical claims billed to NCCC Traditional; the number of claims paid reflects number/cost of claims processed (after coordination of benefits) was complete.

FEMA	Avg # Members	# Claims Processed	#Claims Paid	Medical Claims (paid)	Pharmacy (paid)	Total Benefits (Paid)
FY12*	481	484	458	\$29,376.86	\$6,285.85	\$35,662.71
FY13	610	3,088	2,310	\$620,702.19	\$96,678.82	\$717,381.01
FY14	777	3,179	2,280	\$492,679.61	\$106,467.07	\$599,146.68
FY15	575	1,586	892	\$287,449.97	\$72,110.25	\$359,560.22

The above claims are based on pay date, not date of service. Amounts represent medical claims billed to FEMA Corps; the number of claims paid reflects number/cost of claims processed (after coordination of benefits) was complete.

*\*FY2012 reflects a start-up year (inclusive of 3 months of claims billing only).*

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<sup>4</sup> Statistics represent claims paid under current health benefits plan (non MEC-compliant coverage that excludes coverage for pre-existing conditions, some preventative services, etc.)



## Active NCCC Traditional and FEMA Corps Members Serving/Month:

Active NCCC Traditional Members Serving/Month	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep
FY11	1096	1068	843	882	1247	1154	1128	1116	1076	1082	483	516
FY12	1079	1047	657	746	1217	1192	1149	1128	1128	1027	542	553
FY13	1127	1082	727	636	636	1033	992	950	913	896	412	468
FY14	1014	998	705	649	1008	971	930	910	880	855	368	417
FY15	983	951	597	652	1046	1021	993	969	945	916	418	418

Active FEMA Corps Members Serving/Month	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep
FY12	-	-	-	-	-	-	-	-	-	-	482	479
FY13	462	446	419	452	452	749	772	671	385	912	901	462
FY14	872	828	512	559	929	908	888	864	752	663	788	762
FY15	749	703	471	395	677	662	638	615	318	517	585	565

*\*FY2012 reflects a start-up year (inclusive of 3 months of claims billing only).*

## Member Demographics:

AmeriCorps NCCC Traditional and FEMA Corps: enroll people from ages 18 to 24 (the upper age limit is not applied to members serving in a team leader position).

Fiscal Year	NCCC Traditional Members by Age Range			
	Under 20	20-26	27+	Totals
2011	152	998	10	1,160
2012	175	1,051	6	1,232
2013	294	874	4	1172
2014	257	811	7	1075
2015	315	815	3	1133
Totals	1193	4549	30	5772
% of Totals	21%	79%	1%	100%

Fiscal Year	FEMA Corps Members by Age Range			
	Under 20	20-26	27+	Totals
2012	131	344	5	480
2013	226	757	12	995
2014	190	696	14	900
2015	147	528	11	686
Totals	694	2325	42	3061
% of Totals	23%	76%	1%	100%

NCCC Traditional Members by Gender					
Fiscal Year	# Male	% Male	# Female	% Female	Total
2011	520	45%	640	55%	1160
2012	525	43%	707	57%	1232
2013	589	50%	583	50%	1172
2014	519	48%	556	52%	1075
2014	556	49%	577	51%	1133

FEMA Corps Members by Gender					
Fiscal Year	# Male	% Male	# Female	% Female	Total
2012	200	42%	280	58%	480
2013	395	40%	600	60%	995
2014	393	44%	507	56%	900
2014	290	42%	396	58%	686

## **SECTION D – PACKAGING AND MARKING**

### **D.1. Preservation, Packaging and Marking**

- (a) All packing and mailing of reports or submittals shall be accomplished in the most economical and efficient manner and in accordance with the best commercial practices.
- (b) All information submitted to the Contracting Officer or the Contracting Officer's Representative (COR) shall be clearly marked with the name of the organization/contractor, the contract number, task order, and/or modification number as appropriate, and the identification of the submission.

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1. Inspection and Acceptance**

The government will have up to ten (10) business days, unless specifically denoted below or extended by notification, to review each deliverable product and provide oral and written comments. The Contractor shall review and incorporate comments or implement directed changes, after discussion or clarification from the COR, and submit a final version of the product no later than ten (10) business days thereafter.

NOTE: All stated days for product delivery and government review, unless denoted otherwise, are stated in business days.

### **E.2. Review of Contractor's Performance**

At the end of the seventh (7<sup>th</sup>) month of operation of each contract year, a review of the contractor's compliance with the tasks enumerated under this statement of work will be initiated by the COR. The contractor shall provide all other necessary data requested by this statement of work so that CNCS can complete its review by the end of the ninth (9<sup>th</sup>) month of contract operation.

## **SECTION F – DELIVERIES OR PERFORMANCE**

### **F.1. Period of Performance**

The period of performance for the contract will be for a base period of one year plus four one-year options.

**F.2. Place of Performance**

The place of performance of this contract is the Contractor's facilities.

**F.3. Reporting Requirements**

During the performance of this contract, the Contractor shall submit the following report:

**Contractor Financial Management Report**

Each month, a financial management report shall be submitted to the COR and shall include: (1) a summary of the expenditures during the month by Fiscal Year; and (2) a summary of cumulative expenditures for the contract period per year by Fiscal Year. The report shall include the following categories and levels:

- Health Benefits Direct Costs (to include a breakdown of medical and prescription claims and network fees)
- Administrative Support Services Costs (to include a breakdown of FISMA Compliance)
- Health Benefit Guide Costs
- Training Support Services
- Actuary Costs
- Travel (if/as applicable)

The financial management report shall be prepared and submitted in accordance with Section G.1. "INVOICE AND BILLING INFORMATION".

**F.4. Schedule of Deliverables**

Deliverables are to be submitted to the COR no later than 4 PM according to the following schedule:

	<b><u>Deliverable</u></b>	<b><u>Due Date</u></b>	<b><u>Number of Copies</u></b>
1	<b>Quarterly Claim Log Report</b>	<b>10 Days after Quarter Ends</b>	<b>1</b>
2	<b>Quarterly Large Claim Report</b>	<b>10 Days after Quarter Ends</b>	<b>1</b>
3	<b>Monthly COB Report</b>	<b>10 Days after Month Ends</b>	<b>1</b>
4	<b>Monthly Maximum Benefit Reached Report</b>	<b>10 Days after Month Ends</b>	<b>1</b>
5	<b>Annual Internal Claims Audit Report</b>	<b>10 days after contract year ends</b>	<b>1</b>
6	<b>Annual COB Report</b>	<b>10 days after contract year ends</b>	<b>1</b>
7	<b>Annual Subrogation Report</b>	<b>10 days after contract year ends</b>	<b>1</b>
8	<b>Annual Analysis of Network</b>	<b>10 days after contract year ends</b>	<b>1</b>
9	<b>Other/Ad Hoc Reports</b>	<b>As required</b>	<b>1</b>

**F.5. Method of Delivery**

Electronic copies of document deliverables shall be delivered using Microsoft Office (e.g., MS Word, MS Excel, MS PowerPoint, MS Project, or MS Visio). Electronic submissions shall be made via email, unless otherwise agreed by the COR.

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1. Invoice and Billing Information**

- A. Submission of Vouchers for reimbursement of expenditures for claims.
1. Health Benefits – For reimbursement for health benefits, the contractor shall submit vouchers each week in the manner and format described herein.
  2. Administrative Support Services – to initiate payment for administrative support services, the contractor shall submit proper invoices monthly in the manner and format described herein. The following data must be included (if applicable) in a voucher:
    - a. Name of contractor, TIN and invoice date;
    - b. Contract number;
    - c. Name, title, and signature of authorized official;
    - d. Costs (claims actually paid) divided by geographic region, and fiscal year, with a separate column for pharmacy costs, and separate lines for network access costs fees, FISMA Compliance, Health Benefit Guide Costs, Actuary Services, Training Support, Travel (as applicable);
    - e. Other substantiating documentation or information as required by the contract and approved by the Contracting Officer;
    - f. Identified CLIN that funds are to be deducted from for payment;
  3. The contractor will be expected to maintain a commercial/business bank account specific to the funds used for the payment of claims (pass-through costs) and used for no other purposes;
- B. Administrative Support Services – to initiate payment for administrative support services, the Contractor shall submit proper invoices monthly in the manner and format described herein. The following data must be included (if applicable) in an invoice for it to constitute a proper invoice:
1. Name of contractor, TIN and invoice date;
  2. Contract number;
  3. Description of services actually delivered or rendered;
  4. Name, title, and signature of authorized official;
  5. Costs delineated by member fee by program and brochure fee; and
  6. Other substantiating documentation or information as required by the contract and approved by the Contracting Officer
  7. Identified CLIN that funds are to be deducted from for payment.

**Form:** The Contractor may use their own form, but all the above information must be on the invoice. However, it is preferred that invoices be submitted on the Government Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal." These forms are available from the Government Printing Office, 710 N. Capitol Street, Washington, DC 20801.

**Address:** Submit all proper invoices through the Internet Payment Platform Systems (IPP).

## **G.2. Payment Information**

A. Payments under the contract will be made by wire transfer through the Treasury Financial Communications System.

B. The Contractor shall furnish the following information to the Contracting Officer within ten (10) days of award to facilitate contract payments:

(1) Full name (where practicable), title, telephone number, and complete mailing address of responsible official to whom check payments are to be sent.

(2) The following bank account information required to accomplish wire transfers:

- (a) Name of the receiving bank.
- (b) City and State of the receiving bank.
- (c) American Bankers Association (ABA) nine-digit identifier of the receiving bank.

## **G.3. Contracting Officer's Authority**

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and, notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Technical Representative identified in the Contract, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and conditions.

#### **G.4. Contracting Officer's Representative**

The Contracting Officer's Representative (COR) supports and assists the Contracting Officer in the administration of the task order. The COR provides technical direction with respect to contract/task order performance. Technical direction is defined as direction to the contractor which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. Technical direction must be confined to the general scope of work of the contract/task order and shall not constitute a new assignment, nor supersede or modify any other clause of the contract/task order.

Changes to the task order will be in writing and can only be issued by the Contracting Officer. Upon award, copies of the COR appointment letter outlining their duties, responsibilities and limitations will be provided.

The COR will inspect and accept all deliverables submitted under the task order.

#### **G.5 Travel**

It is not anticipated, however, travel expenses (including per diem) will be reimbursed if authorized in a task order. The reimbursement of travel expenses is subject to the following limitations: (1) any subsistence allowance (i.e., meals and lodging) is limited by a per diem allowance prescribed by the General Services Administration; (2) expenses incurred as a result of travel using a personal automobile are reimbursed as prescribed by the General Services Administration; (3) reimbursement of air and train travel is limited to the most economical rate and reasonably traveled route as prescribed by the General Services Administration; and (4) each out-of-pocket travel and allowable miscellaneous administrative expense exceeding \$75 requires a receipt that is to be attached to the invoice. No overhead or G&A charges will be applied to authorized travel.

### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

#### **H.1. Key Personnel**

The personnel specified below (or as specified in the Schedule of this contract) are considered to be essential to the work being performed hereunder. Prior to removing, replacing, or diverting any of the specified individuals to other contracts, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of such substitution upon the contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, the Contracting Officer may ratify, in writing, the change, and such ratification shall constitute the consent of the Contracting Officer required by this clause. The personnel listed below (or specified in the Schedule of this contract) may, with the consent of the contracting parties, be amended from time to time during the contract to either add or delete personnel and/or facilities, as appropriate.

## KEY AND OTHER THAN KEY PERSONNEL QUALIFICATIONS

The contractor shall provide adequate, experienced staffing for the project to meet the objectives and tasks outlined in this SOW; the contractor may provide their own efficient approach for claims processing. The contractor must certify that the proposed key personnel will be the same staff performing the task. Resumes are required for key personnel proposed. Key personnel are all personnel proposed except staff. The resumes must demonstrate the individual's direct experience and qualifications for this requirement. In addition to individual experience and qualifications, the proposed staff must collectively possess adequate professional proficiency to complete the task. Resumes may be submitted for other than key personnel.

### 1. Key Personnel:

- a. Project Director (main contact for the contract) – experience in healthcare industry (at least 15 years of relevant service) sufficient in directing this project in meeting the overall objectives and tasks outlined in this SOW.
- b. Project Manager (responsible for day-to-day management of contract work) – experience in healthcare industry (at least 10 years of relevant service) sufficient in managing this project on a daily basis in order to meet the objectives and tasks outlined in this SOW.
- c. Information Systems Security Officer (ISSO) - experience with system security/information assurance, continuous monitoring, and security assessment, (at least 3 years of relevant service) sufficient in managing the systems required to meet the objectives and tasks outlined in this SOW on a daily basis to include: FISMA Compliance, maintaining the system's security authorization and accreditation, and continuous monitoring.

### 2. Other than Key Personnel:

Below are recommended staff for this task. However, the recommended staff are not required. The vendor may submit other titles but they must relate to the field of work. It is the contractor's responsibility to determine the number of staff to meet the requirements of this task;

- a. Customer Service Representatives – should collectively possess adequate professional proficiency to complete the stated tasks in this statement of work.
- b. Claims Processing/Audit Staff – should collectively possess adequate professional proficiency to complete the stated tasks in this statement of work.
- c. Utilization Review Staff – should collectively possess adequate professional proficiency to complete the stated tasks in this statement of work.
- d. Finance Staff – should collectively possess adequate professional proficiency to complete the stated tasks in this statement of work.
- e. Information Technology Staff – should collectively possess adequate professional proficiency to complete the stated tasks in this statement of work.



The contractor shall provide written notification of any substitution or removal of key personnel to the Contracting Officer and Contracting Officer Representative for approval at least 15 calendar days prior to changes in Key Personnel assigned to this contract. CNCS has at least 15 calendar days to review the qualifications of proposed personnel to determine acceptability. Emergency substitutions will be handled on a case-by-case basis. The contractor shall supply written justification as part of this notice as to the circumstances necessitating the proposed replacement of key personnel and shall provide the name(s) and resume(s) of the proposed replacement. Substituted personnel shall have at least equal or better qualifications as the initial personnel.

## **H.2. Personnel Changes**

The Contractor agrees that no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: illness, death, maternity leave, or termination of employment. In such an event, the Contractor must promptly provide the information required by the paragraph below to the Contracting Officer for approval before any substitution or addition of key personnel. Proposed substitutes must have qualifications that meet or exceed the qualifications of the labor category to be replaced. Whenever possible, the Contractor must submit fully compliant requests for substitutions or additions, in writing, to the Contracting Officer for approval at least fifteen working days in advance of the proposed change. The Contracting Officer will promptly evaluate and respond to such requests.

## **H.3. Personnel Change Requests**

A request for a key personnel change shall include a detailed explanation of the reason for the proposed substitution or addition; a complete resume for the person to be substituted or added; and all other information requested by the Contracting Officer and COR. Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies.

## **H.4. Training**

The contractor must be able to participate in an annual meeting with CNCS headquarters after the conclusion of each contract year) to present out on the state of the AmeriCorps NCCC Traditional and FEMA Corps Health Benefits Program (to include but may not be limited to: actuarial reporting, cost analysis, benefit usage, etc.).

The contractor will be available to travel to the NCCC Campus locations, or to conferences and meetings at the direction of the COR.

- At a minimum, the contractor will be required to provide 1 but no more than 5 training sessions at a site to be determined, for CNCS personnel, project staff, and members;
- Some training sessions may be conducted virtually through coordination with CNCS;
- Training shall be recorded and made available to interested parties online (via an online webinar or video);
- Training, at a minimum, will consist of: orientation to the benefit, coordination of benefits, Provider and Pharmacy network information, eligibility, costs, the Affordable Care Act and how it impacts members (during and post-service), forms, how to file a claim, frequently asked questions, and other subjects the contractor identifies as important as it pertains to member healthcare.

When CNCS requires training, the contractor will submit a budget and training plan and CNCS will negotiate a specific price and work collaboratively to ensure CNCS input is incorporated into the training plan. Any travel associated will be reimbursable at cost.

#### **H.5. Meetings**

The contractor will be available to meet monthly with the COR to review reports, problems, and general program operation either in person or by phone. The contractor will be available to regularly communicate, via email and phone, to review and address any problems with the administration of the benefit program and ensure adequate coordination for tasks and deliverables. The contractor shall participate in annual kick-off meetings at CNCS headquarters or via conference call.

#### **H.6. Security and Privacy**

##### **Personnel Security Requirements**

The Government anticipates that the work to be performed under this contract will involve access to sensitive but unclassified materials (otherwise known as "Controlled Unclassified Information") and non-sensitive materials. Sensitive materials may include, but are not limited to, computer systems and information, Privacy Act protected information, Personally Identifiable Information (PII), and CNCS proprietary information. The Contractor is responsible for complying with all [CNCS Information Assurance \(IA\) policies](#) and Federal security requirements and shall ensure that its subcontractors (at all tiers) comply with all security requirements

##### **(Clause)**

Prior to gaining access to CNCS's information or information systems, to include contractor-owned or operated systems, individuals must have at a minimum, a completed National Agency Check and Inquiries (NACI) or a Public Trust Minimum Background Investigation (MBI). The MBI is required for individuals who will access PII and those individuals with privileged access

(e.g., network administrators, system administrators, database administrators, etc.) that could include access to PII.

The Contractor will bear the cost of obtaining and sustaining the background investigations. The Contractor must state within the proposal the number of individuals that will be assigned to this effort with the type of completed background investigation they hold. It is the responsibility of the Contractor to provide the individuals with the required background investigation needed to complete the work.

The fact that the Government performs security investigations for contractor employees shall not in any manner relieve the Contractor of its responsibility to ensure that all personnel furnished are reliable and of reputable background and sound character.

Individuals having access to CNCS's information or information systems, to include contractor-owned or operated systems, must have at a minimum, a National Agency Check and Inquiries (NACI). A Public Trust Minimum Background Investigation (MBI) is required for privileged access users (e.g., network administrators, system administrators, database administrators, etc.) and all individuals who have access to PII. The Contractor must state within the proposal a plan of how it will support the background investigation requirements associated with this contract.

1. At the time of award, the Contractor will confirm that all personnel possess or qualify for, a National Agency Check and Inquiries (NACI). A Public Trust Minimum Background Investigation (MBI) is required for privileged access users (e.g., network administrators, system administrators, database administrators, etc.) and all individuals who have access to PII. The Contractor must state within the proposal a plan of how it will support the background investigation requirements associated with this contract.
2. Contractor personnel must provide the CNCS Office of Personnel Security (OPS) with documentation prior to being granted access to CNCS's systems, information, and facilities. This information will permit CNCS to confirm existing clearance levels or to initiate appropriate public trust background investigations.
3. The Contractor shall make every effort to preclude the incurrence of costs by the Government for security investigations for personnel replacement. The fact that the Government performs security investigations for contractor employees shall not in any manner relieve the Contractor of its responsibility to ensure that all personnel furnished are reliable and of reputable background and sound character. The Contractor shall take all of the necessary steps to ensure that Contractor or Subcontractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and meet all other requirements stipulated herein by performing credit reports checks and Commercial Background Investigations (CBI).
4. Individuals not requiring access to PII and not possessing a NACI background investigation may be allowed to work on the contract after:
  - A credit report and clean CBI are provided by the Contractor to CNCS OPS for review and approval
  - The background investigation documentation has been initiated and sent to the US Office of Personnel Management (OPM).

However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work on the contract even though CNCS has reviewed and approved them for access.

1. Individuals requiring access to PII (e.g., database administrators, customer agents, etc.) WILL NOT be given privileges allowing them access to PII. Access to PII is only authorized after a completed investigation by OPM has been received and CNCS OPS deems the individual to be suitable.
2. Following completion of the background investigation, any contract employee deemed unsuitable by CNCS OPS will be terminated from access to CNCS's systems and/or facilities. In addition, the Contracting Officer will investigate the cause and determine whether the Contractor has abdicated its responsibilities to make every effort to select reliable employees of reputable background and sound character. If CNCS needs to replace a Contractor or Subcontractor employee due to nonperformance, the Contracting Officer will determine whether the Contractor has abdicated its responsibilities to make every effort to select trained and experienced employees.

**(End of Clause)**

Contractors are responsible for gathering and providing CNCS with any and all documentation that demonstrates contract staff's clearance levels. Documentation should support the appropriate level of background investigation required for the task that is to be completed.

The costs for applying for an MBI level clearance investigation through the Office of Personnel Management (OPM) is \$809.00<sup>5</sup> per investigation, which includes a \$57.00<sup>6</sup> charge for priority service allowing results to be returned back to CNCS up to 30 days faster than typical processing; contractors should expect an MBI investigation to take up to 3-4 months for completion through OPM.

The following steps shall be used by a contractor (in coordination with the CNCS Contracting Officer, COR, and Personnel Security Office) to request interim access to required CNCS systems and data if it has been determined that the contractor staff does not possess the appropriate background investigation for the task at hand.

The contractor shall provide the contract staff's individual CBI (Criminal Background Investigation) to CNCS Personnel Security for review. If accepted, the CNCS Personnel Security will notify the contractor (as well as CNCS Contracting Officer and COR) that the CBI is acceptable and that the contractor staff has been sponsored in eQIP [Office of Personnel Management's Electronic Questionnaire for Investigations Processing]. CNCS Personnel Security will then e-mail the contractor and individual contract staff with instructions to: 1) complete the e-QIP submission; 2) submit finger prints (which may carry a fee of around \$25 depending on where the service is completed), and; 3) submit all additional forms to be

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<sup>5</sup> Amount subject to change; OPM determines amount.

<sup>6</sup> Amount subject to change; OPM determines amount.

completed for applying for an MBI clearance through OPM and obtaining interim access to essential CNCS systems and information. Upon receipt, review, and submission of all documentation, the contractor will be notified by CNCS of final approval or disapproval of interim access to required CNCS systems and data. Upon completion of the MBI through OPM, CNCS will notify the contractor of clearance approval or disapproval (again, contractors should expect an MBI investigation to take up to 3-4 months).

**(End of Clause)**

**Privacy Requirements**

The privacy clause is required when the design, development, or operation of a system of records is included in the Statement of Work. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with all privacy requirements.

**(Clause)**

- a. NOTICE. The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish a CNCS function subject to the PRIVACY ACT OF 1974 ("THE ACT"), PUBLIC LAW 93-579, DECEMBER 31, 1974 (5 U.S.C. 552a) and applicable CNCS regulations and [OMB Memorandums](#). Violation of the Privacy Act may involve the imposition of criminal penalties.
- b. The Contractor must state within the proposal how it will protect privacy information.
- c. The Contractor agrees to:
  - (1) Comply with THE ACT and the CNCS rules and regulations issued under the Privacy Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
    - (i) The systems of records; and
    - (ii) The design, development, or operation of a system of records that the contractor is to perform;
  - (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to THE ACT; and
  - (3) Include this clause - including this subparagraph (3) - in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- d. In the event of violations of THE ACT, a civil action may be brought against the Contractor when the violation concerns the design, development, or the operation of a system of records on individuals to accomplish a CNCS function, and criminal penalties may be imposed upon the officers or employees of CNCS when the violation concerns the operation of a system of records on individuals to accomplish a CNCS function. For purposes of THE ACT, when the contract is for the operation of a system of records on individuals to accomplish a CNCS function, the Contractor and any employee of the Contractor is considered to be an employee of CNCS.

**DEFINITIONS.** As used in this clause:

- (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
- (2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
- (3) "System of records on individuals" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

**System Security Requirements**

The Contractor shall be responsible for information technology (IT) security, based on CNCS risk assessments, for all of the systems connected to a CNCS network or operated by the Contractor for CNCS. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to CNCS's information that directly supports the mission of CNCS.

(Clause)

The Contractor is responsible for complying with all CNCS and Federal security requirements and shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with all security requirements.

- a. The Contractor must configure its computers that contain CNCS data with the applicable **United States Government Configuration Baseline (USGCB)** and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.
- b. The Contractor must use common security configurations available from the National Institute of Standards and Technology's (NIST) [National Checklist Program Repository](#) and the NIST [Special Publications](#) and [Federal Information Processing Standard \(FIPS\)](#) to develop and maintain the information system.
- c. The Contractor must use [Federal Information Processing Standard \(FIPS\)](#) compliant encryption (Security Requirements for Cryptographic Modules) to protect all instances of CNCS's privacy information during storage and transmission.
- d. The Contractor must comply with applicable federal laws that include, but are not limited to, the [Federal Information Security Management Act \(FISMA\) of 2002](#) (Title III of the E-Government Act of 2002, Public Law 107-347), and the following mandated policies and standards: the Office of Management and Budget [\(OMB\) Circular A-130](#)

- (Management of Federal Information Resources), Appendix III ( Security of Federal Automated Information Resources), and CNCS Information Assurance policies.
- e. Incident Reporting. The contractor will immediately notify the COR and the CNCS Chief Information Security Officer (CISO) of any incident that could potentially affect the privacy rights of individuals and/or violates any privacy law/regulation or federal privacy mandate as defined in NIST SP 800-122. Incidents must be reported by sending an email to [SecurityIncidentRep@cns.gov](mailto:SecurityIncidentRep@cns.gov) or by contacting the OIT Help Desk at 202-606-6600. The Contractor will support CNCS's investigation and resolution of reported incidents as requested.
  - f. The contractor will report immediately to the COR and the CNCS CISO any threats and hazards to the integrity, availability, and confidentiality of CNCS information or to the function of computer systems operated on behalf of CNCS. System vulnerabilities must be reported by sending an email to [SecurityIncidentRep@cns.gov](mailto:SecurityIncidentRep@cns.gov) or by contacting the OIT Help Desk at 202-606-6600.
  - g. The Contractor must not publish or disclose in any manner, the data and other information to which the Contractor will have access to as a result of this contract. It is understood that throughout the performance of this contract, the Contractor will have access to sensitive data which is either the sole property of CNCS or is the sole property of other than the contracting parties. The Contractor and its subcontractor(s) (if any) agree to maintain the confidentiality of all data to which access may be gained throughout contract performance. The Contractor and its Subcontractor(s) (if any) agree to not disclose said data, any interpretations and/or translations thereof, or data derivative therefrom, to unauthorized parties in contravention of these provisions, without the prior written approval of the Contracting Officer. Subcontractors are subject to the same stipulations and may be held responsible for any violations of confidentiality.
  - h. The Contractor must provide CNCS, including CNCS's Office of Inspector General, with access to the Contractor's and Subcontractors' facilities, installations, operations, documentation, databases, and personnel used in the performance of the contract. Access shall be provided to the extent required to carry out IT security inspections, investigations, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of CNCS information or to the function of computer systems operated on behalf of CNCS, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of CNCS information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

## **IT Security Plan and Security Authorization**

***IT System Security Plan.*** The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure that the system is assessed and can obtain and maintain a security authorization. After award, the following documentation or action is required:

- (1) **Within four (4) calendar** days after contract award, the Contractor shall submit the System Security Plan (SSP) to the Contracting Officer and COR for acceptance. This plan shall be consistent with and further detail the approach contained in the

Contractor's proposal that resulted in the award of this contract. The plan, as accepted by the Contracting Officer and COR, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan. The plan must include a continuous monitoring plan that includes:

- A configuration management process for the information system and its components.
- A determination of the security impact of changes to the information system and environment of operation.
- Ongoing security control assessments in accordance with CNCS continuous monitoring strategy.
- Reporting the security state of the information system to appropriate CNCS officials.

(2) **Within one (1) month** after contract award, or the agreed upon timeframe by the Contracting Officer and COR, the Contractor shall submit written proof of a security authorization for acceptance by the COR. Such written proof may be furnished either by the Contractor or by a third party. The security authorization must be in accordance with NIST Special Publication 800-37. This security authorization, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security assessment report, plan of action and milestones (POA&M), and disaster recovery/continuity of operations plan. The Contractor shall comply with the accepted security authorization documentation.

### **Employee Termination**

The Contractor shall immediately notify the COR when an employee either begins or terminates employment when that employee has access to CNCS information systems or data. If an employee's employment is terminated, for any reason, access to CNCS's information systems or data shall be immediately disabled and the credentials (if supplied by CNCS) used to access the information systems or data shall be immediately returned to CNCS.

### **Contract Termination**

Failure on the part of the Contractor to comply with the terms of this clause may result in termination of this contract.

**(End of Clause)**

### **Application Development Security Requirements**

Application development security requirements are required when design or application development is included in the Statement of Work.

**(Clause)**

The Contractor must state within the proposal a plan of how it will support the application security requirements associated with this contract and shall ensure that its subcontractors (at all



tiers) which perform work under this contract comply with all security requirements. For any application developed under this contract, the Contractor must comply with the following:

- a. Secure Coding. Identify the tools to be used in its software development environment to enforce secure coding. Unless the Government has identified, in writing, the secure coding guidelines to be followed during the application development process, the Contractor shall provide and follow a set of written secure coding guidelines that, at a minimum, indicate how code will be formatted, structured, documented, and tested.
- b. Configuration Management. Document, in writing, the source code control system to be used to authenticate and log the team member(s) associated with all changes to the software baseline and all related configuration and build files.
- c. Distribution. Document, in writing, a build process that reliably builds a complete distribution from source. This process shall include a method for verifying the integrity of the application delivered to the Government.
- d. Disclosure. Document, in writing, any third party software used in the application, including all libraries, frameworks, components, system privileges, and other products, whether commercial, free, open-source, or closed-source.
- e. Security Controls. Adhere to the standards found in NIST as they relate to SP 800-53 security controls.
- f. Testing.
  - (1) Implement a security test plan and provide the test results to the Government;
  - (2) Document, in writing, the procedures and the framework used to conduct security code review during the application development life cycle;
  - (3) To the extent that such testing discloses vulnerabilities or other security issues, develop a POA&M for mitigating such vulnerabilities or other issues before the application is deployed in the production environment.
- g. Delivery and Acceptance of the Application. Once the testing required under the provisions above have been completed and all identified security issues identified have been resolved, the Contractor shall provide a security authorization package to the Government. The authorization package shall consist of:
  - (1) The security documentation created during the development process, such documentation must provide evidence that the requirements for design, implementation, and testing were properly completed.
  - (2) Written secure configuration guidelines that fully describe:
    - (i) all security relevant configuration options and their implications for the overall security of the application;
    - (ii) the dependencies on the supporting platform, including, but not limited to, the operating system, web server, and application server; and
    - (iii) how the options should be configured to maximize security, provided that the “pre-set” configuration of the application must be secure.
  - (3) A written certification, signed by the Information Security Lead, that:
    - (i) the application meets the security requirements of the Contract;
    - (ii) all services were performed in accordance with the standard identified in the section above; and
    - (iii) all identified security issues identified were documented and resolved prior to delivery.

- (4) Written warranty that the application does not contain any code that does not support a necessary function of the application or that weakens the security of the application, including computer viruses, worms, time bombs, back doors, Trojan horses, Easter eggs, and all other forms of malicious code.

h. Maintenance

**(1) Investigating Security Issues**

For a period of one year after acceptance of the application, if a vulnerability or other security issue is discovered or suspected by the Government, or a vulnerability or other security issue comes to the attention of the Contractor by other means, the Contractor shall assist the Government in performing an investigation to determine the nature of the vulnerability or other issue. Based on this investigation, the Contractor shall advise the Government on the appropriate steps to mitigate the risk posed by the vulnerability or other issue.

**(2) Patches and Updates**

For a period of one year after acceptance of the application, the Contractor shall provide error corrections, updates, patches, revisions, fixes, upgrades and new releases of software included in the application to the Government. The Contractor shall warrant that: (i) all corrections, updates, patches, revisions, fixes, upgrades and new releases have been tested and validated on a test version of the application prior to distribution to the Government; and (ii) it has verified the continued functionality of the application based on the testing and validation.

**(End of Clause)**

**Section 508 Compliance Solicitation Language:**

CNCS is required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to electronic and information technology for disabled individuals within its employ, and for disabled members or the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by the US Access Board.

The current deliverable(s) must incorporate these standards, as well as any agency specific standards developed by CNCS. Your response to the solicitation should contain documentation of your compliance with these standards. However, the Contracting Officer may request additional technical documentation, if necessary, to make this determination.

The final work product must include documentation that the deliverable conforms with the Section 508 Standards promulgated by the US Access Board.

In the event of a dispute between you and CNCS, then CNCS's assessment of the Section 508 compliance will control and you will need to make any additional changes needed to conform with CNCS's assessment, at no additional charge to CNCS.

If you need more information about Section 508 Compliance: Reference the following link for detailed information <http://section508.gov>

#### **H.7. Continuity of Services (Jan 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice: (1) furnish phase-in, phase-out services for up to 90 days after this contract expires; and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

#### **H.8. Insurance and Liability to Third Parties**

- A. (1) Except as provided in subparagraph (2) immediately following, the contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury) and such other insurance as the Contracting Officer may require under this contract.

Contractor has 15 days from date of award to submit proof of insurance coverage to the Contracting Officer.

(2) The contractor may with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to worker' compensation, the contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

B. The contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement.

C. Except as provided in paragraph (h) of this clause (if the clause has a paragraph (h)), the contractor shall be reimbursed--

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third parties not compensated by insurance otherwise. These liabilities must arise out of the negligence of the contractor or of the contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for --

(i) Loss of or damage to property (other than property owned, occupied, or used by the contractor, rented to the contractor, or in the care, custody, or control of the contractor); or

(ii) Death or bodily injury.

D. The Government's liability under paragraph (c) of this clause is subject to the "Limitation of Funds" or "Limitation of Cost" clause of this contract, whichever is applicable.

E. The contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)-

(1) For which the contractor is otherwise responsible under the express terms of any clause specified in the Special provisions or elsewhere in the contract;

(2) For which the contractor had failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the contractor's directors, officers, managers, superintendents, or other representatives who have supervision of direction of--

(i) All or substantially all of the contractor's business;

(ii) All or substantially all of the contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

F. The provisions of paragraph (e) of this clause shall not restrict the right of the contractor to be reimbursed for the cost of insurance maintained by the contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided that such cost is allowable under the Allowable Cost and Payment clause of this contract.

G. If any suit or action is filed or any claim is made against the contractor, the cost and expense of which may be reimbursable to the contractor under this contract and the risk of which is then uninsured or is insured for less than the amount claimed, the contract shall--

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received.

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

#### **H.9. Liability Insurance**

3. Workman's Compensation - As required by law at the job site.

The contractor shall file with the Contracting Officer prior to beginning performance under this contract, a certificate of insurance evidencing the above coverage.

The Contractor shall provide to the Contracting Officer within five (5) days after occurrence, notice of cancellation of or reductions below the above cited amounts of any insurance coverage related to this requirement.

The Contractor warrants that such insurance coverage for all subcontractors who will work at any of the sites of performance does or will exist before subcontractors begin performance.

## **SECTION I - CONTRACT CLAUSES**

### **I.1. Clauses Incorporated by Reference**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. All of the references shown are from the Federal Acquisition Regulation (48 CFR Chapter I) unless otherwise indicated. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The complete text of any or all of the clauses referenced herein may be obtained by submitting a request, identifying this solicitation number, to the office issuing the solicitation. Complete copies of the FAR or CFR form may be purchased from the Superintendent of Documents, Government Printing Office, Washington, DC 20402. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

<b><u>Clause Reference</u></b>	<b><u>Title and Date</u></b>
52.202-1	Definitions (JUL 04)
52.203-3	Gratuities (APR 84)
52.203-5	Covenant Against Contingent Fees (APR 84)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 95)
52.203-7	Anti-Kickback Procedures (SEP 06)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 97)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 07)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.204-1	Approval of Contract (DEC 89)
52.204-4	Printing/Copying Double-Sided On Recycled Paper (AUG 00)
52.204-9	Personal Identity Verification of Contractor Personnel
52.209-6	Protecting the Government's Interests When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (SEP 06)
52.212-4	Contract Terms and Conditions – Commercial Items
52.215-2	Audit and Records-Negotiation (JUN 99)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 97)
52.215-11	Price Reduction for Defective Cost or Pricing Data Modifications (OCT 97)
52.215-31	Waiver of Facilities Capital Cost of Money (SEP 87)
52.215-33	Order of Precedence (JAN 86)

52.216-7	Allowable Cost and Payment (DEC 02)
52.217-8	Option to Extend Services
52.217-9	Option to Extend the Term of Contract
52.216-8	Fixed Fee (MAR 97)
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (MAY 04)
52.219-9	Small Business Subcontracting Plan (APR 08)
52.222-3	Convict Labor (JUN 03)
52.222-26	Equal Opportunity (MAR 07)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (SEP 06)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 98)
52.222-37	Employment Reports on Special Disabled Veterans of the Vietnam Era, And Other Eligible Veterans (SEP 06)
52222-41	Service Contract Act of 1965 (NOV 07)
52.223-6	Drug-Free Workplace (MAY 01)
52.224-1	Privacy Act Notification (APR 84)
52.224-2	Privacy Act (APR 84)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (APR 84)
52.227-14	Rights in Data -General (DEC 07)
52.230-2	Cost Accounting Standards (APR 98)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 98)
52.230-6	Administration of Cost Accounting Standards (MAR 08)
52.232-17	Interest (JAN 96)
52.232-22	Limitation of Funds (APR 84)
52.232-23	Assignment of Claims (JAN 86)
52.232-25	Prompt Payment (OCT 03)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration. (OCT 03)
52.233-1	Disputes (JUL 02)
52.233-3	Protests after Award (AUG 96)
52.233-4	Applicable Law for Breach of Contract Claim
52.239-1	Privacy and Security Safeguards
52.242-1	Notice to Intent to Disallow Costs (APR 84)
52.242-13	Bankruptcy (JUL 95)
52.242-15	Stop Work Order
52.243-2	Changes - Cost Reimbursement (AUG 87)
52.243-7	Notification of Changes (APR 84)
52.244-2	Subcontracts (JUN 07)
52.244-6	Subcontracts for Commercial Items (MAR 07)
52.247-63	Preference for U.S.-Flag Air Carriers (JUN 03)
52.249-6	Termination (Cost-Reimbursement) (MAY 04)
52.249-14	Excusable Delays (APR 84)
52.253-01	Computer Generated Forms (JAN 91)

**I.2. 52.216-1 Type of Contract (APR 1984)**

The Government contemplates single-award of a Firm-Fixed-Price with Cost Reimbursement contract (hybrid) resulting from this solicitation.

**I.3. 52.233.2 Service of Protest (SEPT 2006)**

(a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Henrietta Young  
Corporation for National & Community Service  
250 E Street SW  
Washington, DC 20525

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

The documents listed below are attached to this section and are made apart hereof:

- Proposal Coversheet
- Small Business Subcontracting Plan

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

To be eligible for award of a contract resulting from this solicitation, all Offerors must be registered in the Federal Government's System for Award Management (SAM) and have a Commercial and Government Entity code (CAGE Code). Both of these separate registrations can be accomplished through the following website:

<https://www.sam.gov/portal/public/SAM/>

NOTE: When properly registered in each of these systems, the vendor will received an automatic acknowledgement confirming successful registration in each system. Without such acknowledgements, the registrations are not complete.



**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES**  
**TO OFFERORS**

**L.1. Content and Format Submission**

- (1) A proposal submitted in response to this solicitation must consist of two (2) Volumes.
  - **Volume I – Technical Proposal**
  - **Volume II – Cost/Price Proposal**
- (2) Offerors must submit an electronic copy of each volume to:

Contracting Officer: Henrietta Young, [hyoung@cns.gov](mailto:hyoung@cns.gov)  
Contract Specialist: Victoria Carey, [vcarey@cns.gov](mailto:vcarey@cns.gov)

The two Volumes must be submitted in separate documents. Each document must be clearly marked with the solicitation number and Volume Number. Each Volume and section must have a table of contents. Tables of contents and blank section dividers are not included in the page limitations cited for each section.

All files shall be compatible with Microsoft office product(s). **Spreadsheets must be submitted via Microsoft Excel.**

- (3) An Offeror's Technical Proposal will be evaluated in accordance with those factors set forth in the **Evaluation Factors for Award**.
- (4) Any data previously submitted in response to another solicitation will be assumed unavailable to the Contracting Officer; and this data must not be incorporated into the technical proposal by reference.
- (5) Clarity and completeness of the proposal are of the utmost importance. The quote must be written in a practical, clear, and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible.
- (6) Proposals must be legible, singled-spaced, typewritten, in a type size not smaller than 10 point pitch with a one-inch margin on all sides, on paper not larger than eight and a half by eleven inches and not exceeding the page limits established in this solicitation. Pages in excess of the individual limitations shall not be read, and the quote shall be evaluated as if the excess pages did not exist.

**L.2. Page Restrictions**

Here are the following page restrictions by Volume:

**Volume I-** Technical Proposal shall not exceed 30 pages (Note\* - Introduction of Company, Key Personnel Information, Examples, and System for Award Management (No Page Limit)

**Volume II-** Cost/Price Proposal shall not exceed 15 pages.

**\*Items not included within the page restriction count are as follows: Introduction of Company, System for Award Management (SAM), Cover pages, Cover Letters, Table of Contents, Blank section dividers, Requested Examples, Key Personnel Information and Resumes, Samples, Charts, Graphs, glossary of terms, exhibits, drawings, sample formats, and items of an illustrative nature.**

### **L.3. Proposal Preparation Instructions**

#### **GENERAL INFORMATION**

(1) Please note that price proposals must be submitted as a separate document from technical proposals to allow independent evaluation of the technical and price factors. No price or cost information is to be included in the technical proposal or in any letter of transmittal.

(2) Any exceptions (including deviations and conditional assumptions) taken with respect to this solicitation should be adequately explained. Such exceptions will not, of themselves, automatically cause a proposal to be termed nonresponsive. A large number of exceptions, or one or more significant exceptions not providing any obvious benefit to the Government may, however, result in rejection of such proposal(s) as nonresponsive. Highlight exceptions in the margin of the proposal where they appear in the text.

(3) Information in your proposal must be furnished entirely in compliance with instructions and be complete within itself. No information or material may be incorporated in the proposal by reference.

The following instructions are provided to assist the Offeror in understanding the information needed to make an objective selection of the contractor for this proposed procurement. Since this information constitutes the major basis for formal judgment, it will be advantageous to the Offeror to present a proposal in a clear, concise manner and in terms understandable to those who may be unfamiliar with the Offeror's detailed intentions and reasoning process. Responses should follow the Statement of Work to the extent practicable.

### **L.4. Volume I – Technical Proposal**

(1) Format and Instructions for Preparation of Technical Proposals: To ensure that a proposal is evaluated completely and given the full consideration to which it is entitled, it must be submitted in the format described below.

(a) Table of Contents: Should completely outline the proposal so as to serve as a quick guide to its contents, including all charts, tables, appendices, attachments, and other exhibits submitted.

1. Introductory letter on company's history and related experience in this area of expertise.
2. Detailed description of the contractor's qualifications and experience in meeting the requirements outlined within the Statement of Work
3. Demonstrated understanding of non-price factors:
  - a. Factor 1: Information Technology Security and Privacy
  - b. Factor 2: Technical Approach and Understanding of Requirement
  - c. Factor 3: Management, Key Personnel and Staffing Plan
  - d. Factor 4: Staffing Plan
4. System for Award Management (SAM) Registration

**L.5. Volume II- Cost/Price Proposal Preparation Instructions**

(1) Executed SF 33 and Section K: Section II of the SF 33 (Page 1 of this RFP) must be filled in as appropriate and returned with a properly completed Section K. The balance of the solicitation need not be returned.

(2) Format and Instructions for Preparation of Price Proposal:

(a) To ensure that the price proposal is evaluated completely and given full consideration to which it is entitled, it must be submitted in the format described in **B.2 COMPENSATION**

**The content of proposal volumes must be internally consistent with the organizational structure described herein. Those proposals not adhering to this structure may be considered unacceptable.**

**L.6. Questions Pertaining to Solicitation**

(1) All questions shall be addressed to the Contract Specialist/Contracting Officer at the following email address:

Contracting Officer: Henrietta Young, [hyoung@cns.gov](mailto:hyoung@cns.gov)

Contract Specialist: Victoria Carey, [vcarey@cns.gov](mailto:vcarey@cns.gov)

Please send all questions via email. Questions will not be taken or answered over the phone, by mail or by fax. Please include the Request for Proposal Number in the subject line. Once questions are compiled they will be answered by an issued amendment to the solicitation.

(2) Questions are due **March 28, 2016 by 11:00am EST**. Questions submitted after this time may not be answered. Answers to questions will be provided to all offerors by April 1, 2016, and posted as an amendment on [www.fedbizopps.com](http://www.fedbizopps.com).

**L.7. Commitment of Government to Pay Cost Incurred in Submission of Proposal**

This solicitation does not commit the Government to pay any cost incurred in the submission of the offer/quotation or in making necessary studies of designs for the preparation thereof, nor to contract for services or supplies.

**L.8. Proposal Accuracy**

Proposals must set forth full accurate and complete information as required by the request for proposal (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

**L.9. Proposal Submission Due Date**

(1) All proposals shall be addressed to the Contract Specialist/Contracting Officer at the following email address:

Contracting Officer: Henrietta Young, [hyoung@cns.gov](mailto:hyoung@cns.gov)  
Contract Specialist: Victoria Carey, [vcarey@cns.gov](mailto:vcarey@cns.gov)

Please send all proposals via email. Proposals will not be by mail or by fax. Please include the Request for Proposal Number in the subject line.

(2) Proposals are due **April 15, 2016 by 11:00am EST**. Proposals submitted after this time may not be accepted.

**SECTION M - EVALUATION FACTORS**

**M.1. Evaluation Factors for Award**

Technical Factors (Technical Capability) when combined are more important than price/cost. Technical Factors combined with Past Performance are significantly more important than Price. The relative importance of the non-price/cost factors is listed in order of descending importance, starting with Factor 1.

The Corporation reserves the right to award to other than the lowest-priced offeror. The Corporation will evaluate proposals using the "Tradeoff Methodology".

The Corporation reserves the right to award the contract based on initial offers received, without discussions or negotiations of such offers. Therefore, it is important that each offer fully address the requirements stated in this RFP, including any exceptions thereto or deviations there from.

However, the Corporation also reserves the right to conduct discussions, if later determined to be necessary, with Offerors making the competitive range. The Corporation anticipates awarding a contract to Offeror(s) who's Proposal contains the "best value" to the Corporation, price and other factors considered. Awards will be made based on the Corporation's need for total coverage of the elements within each Category. The Contracting Officer may consider award to other than the lowest price Offeror or other than the highest technically rated Offeror when in the best interest of the Corporation. The Corporation reserves the right to make award based on fewer than all work elements proposed for any given offeror. The Corporation reserves the right to make no award pursuant to this solicitation.

To be accepted and eligible for evaluation, Proposals must be prepared in accordance with, and must comply with, the instructions given in this solicitation document.

## **M.2. Technical Evaluation Factors for Award**

The Corporation will evaluate proposals based on the following technical factors. An adjectival rating system will be used (exceptional, highly acceptable, acceptable, marginal and unacceptable).

### **Factor 1: Information Technology Security and Privacy**

- Describe and demonstrate your ability to comply with HIPPA, FISMA and CNCS Security Requirements or the plan to become compliant (before go-live date) to a timeline and date for final compliance:
  - Provide copy of latest System Security Assessment Report completed by a third party assessor;
  - Provide the system's security plan and a plan of action and milestones (POAM) for addressing any currently open/identified Critical and High risks for remediation/resolution before go-live date;
  - Provide documentation of your current HIPPA compliance to include: either an assessment from a third party or documentation of an internally conducted assessment showing HIPPA compliance evaluation/results (to include identified risks and plan for periodic reevaluation) of HIPPA Security Requirements. For more information see:  
<http://www.hhs.gov/ocr/privacy/hipaa/understanding/srsummary.html>
- Personnel Security Clearances – provide a copy of a staffing list inclusive of anticipated contract staff that will support this contract; on the staff list, please address:
  - Address your ability through your proposed staffing structure to meet all CNCS Personnel Security Policies – specifically, a Public Trust Minimum Background Investigation (MBI) is required for privileged access users and all individuals who have access to member Personally Identifiable Information (PII);

- Identify staff members that require privileged access (e.g., network administrators, system administrators, database administrators, etc.) and their current OPM Investigation clearance level;
- Identify staff members that will access or use CNCS PII (such as customer service and claims administration staff) and their current OPM Investigation Clearance level.

## **Factor 2: Technical Approach and Understanding of Requirement**

Describe and demonstrate your understanding of the tasks that are listed in the SOW and your technical approach to managing the project; a description should include the following:

- Describe your understanding of this requirement and specifically your understanding of how the Affordable Care Act is/will impact AmeriCorps members;
- Describe your understanding of the unique needs of the AmeriCorps NCCC Traditional and FEMA Corps members and how your system meets those needs;
- Plan Design – description of the network(s) used, utilization review process, subrogation, and prescription services:
  - Describe your ability to provide current plan coverage, services, and benefits as outlined in this SOW;
  - Describe your understanding of member eligibility and your plan to maintain/keep up with changes in member eligibility (to include but may not be limited to: members entering and exiting service, members aging out of health insurance coverage under their parents, etc.)
  - Describe the claims processing system;
  - Describe how members will access the benefit information;
  - Describe the PPO network and/or other network(s) that will be used for the project to include name(s) and your process for insuring current licensing and certifications;
  - Describe the pharmacy network that will be used for this project to include name;
  - Describe the mail order prescription drug program and how the program works and will be used;
  - Describe your ability to secure local (to each campus location) medical providers to support the initial medical (tests and vaccinations) and drug-screening needs of all incoming members;
  - Describe the process for using utilization services (utilization review);
  - Describe how subrogation services will be managed;
  - Describe the assessment plan of adequately monitoring the project with internal controls and quality assurance systems in place.
  - Describe the process that will be used for coordinating medical and prescription benefits for members who have other forms of insurance to include commercial insurance, Medicaid, Medicare, and Military Benefits.
- Cost Management – describe and demonstrate your ability to provide a competitive cost-strategy to include methods for finding the best discount for claims costs.

- Demonstrate your ability to provide required reports, vouchers, and invoices (please provide samples of Excel and Word reports used in similar contracts):
  - Examples should be clear and easy to read;
  - Examples shall include invoices for fees and vouchers for direct benefit cost reimbursement (fees shall be broken out for pharmacy, network, utilization management, etc.).
- Customer Service – describe and demonstrate your ability to provide thorough, accurate, and prompt customer service that demonstrates a commitment to meet the deadlines set forth in the SOW;
  - Describe and demonstrate your ability to provide thorough, accurate, and prompt customer service, specifically addressing the ability to meet the required timelines established in the SOW;
  - Describe your processes for reviewing the quality of customer service - including how poor performance areas are identified and remedied;
  - Describe how customer service representatives are trained and kept up to date on training (include how they are trained to stay up-to-date with the Affordable Care Act and how to deal with difficult and urgent situations);
  - Describe how customer service representatives will support members seeking to acquire other healthcare coverage during service and in preparation to leave service;
  - Describe how member customer service inquiries will be managed;

### **Factor 3: Management, Key Personnel and Staffing Plan**

The proposal will be evaluated on the contractor's ability to provide sufficient, experienced staff and to present an acceptable staffing plan. The staffing plan must present a clear breakdown of the proposed function that supports the proposed costs and demonstrates a good understanding of the requirement. The proposal must include a staffing chart (that includes estimated hours by task area and skill level). Elements for evaluation of the staffing plan, include but are not limited to:

- Describe and demonstrate your qualifications and experience for completing the tasks that are listed in the SOW;
- Describe your approaches to adequately staffing this project to meet the objectives and tasks outlined in this SOW. Provide unique staffing plans (plans/charts should clearly identify key personnel) and their specific tasks on the project; CNCS will not accept generic tables of personnel which do not clearly identify the proposed staff. Elements for evaluation of the staffing plan include, but are not limited to:
  - Overall staffing strategy;
  - Adequacy of proposed staffing to include hours distribution by task area and skill level;
  - Sufficiency of the proposed staff to collectively possess adequate professional proficiency and work experience to complete the project;
  - Demonstrate that proposed staff possess required security background investigations to complete work on this contract.

- Resumes are required for key personnel (Project Director, Project Manager, and Information Systems Security Officer). Resumes may also be submitted for other than key personnel. Resumes must demonstrate the individual's direct experience and qualifications for this requirement. At a minimum, each resume shall include:
  - The individual's proposed labor category for the project;
  - Indication if the proposed personnel is a key or non-key personnel in this project;
  - The individual's position and dates employed by the contractor and/or other applicable employment history (include years of experience and dates employed);
  - A description of customer service experience based on past performance (especially as it pertains to healthcare benefit administration experience, knowledge with FAR, experience with other Federal government agencies, and participation on similar contracts);
  - Education and college degree(s) received;
  - Professional accomplishments including professional certifications.

#### **Factor 4: Transition Plan**

- Describe a plan for transition that specifies the steps that will be taken to ensure that services under this contract that are vital to the government and must be continued without interruption are continued. The plan must include phase-in for up to 90 days from contract award and phase-out services for up to 6 months prior to contract expiration.

### **M.3. Past Performance**

#### **Factor 5: Past Performance**

Offerors' past performance information will be evaluated prior to the establishment of the competitive range, if a competitive range is established. Those who are not in the competitive range will not be further evaluated.

The evaluation will be based on information obtained from Government databases to include FAPIIS and [www.ppirs.gov](http://www.ppirs.gov).

The government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance.

The assessment of performance risk is not intended to be a product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of subjective judgment by the Government after it considers relevant information.



When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as the offeror's record of performing according to specifications, including standards of good workmanship; the offeror's record of controlling and forecasting costs; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

The Government will consider the recency and relevance of the information, source of the information, context of the data, and general trends in the offeror's performance.

The lack of a relevant performance record may result in an unknown performance risk assessment, which will result in the Offeror being evaluated neither favorably nor unfavorably for past performance and the offeror will receive a neutral rating.

#### **M.4. Price Evaluation**

The Corporation will evaluate Price Proposals based upon the following factors:

- COST/PRICE FACTORS will be analyzed to (a) determine what the Government should realistically expect to pay for the proposed effort; (b) assess the offeror's understanding of the work; and (c) assess the offeror's ability to perform the contract.

#### **Factor 6: Price/Cost**

All non-price/cost factors, when combined, are more important than Price/Cost. However, price becomes more important when Technical ratings are rated equal.